

Addendum to that DIRECTV Services Provider Agreement

EXHIBIT 11

Marketing of DIRECTV Products to Customers

THE DIRECTV PROTECTION PLAN

Upon mutual agreement of both Contractor and DIRECTV and effective April 18, 2012 (the "Effective Date"), Contractor may promote the DIRECTV Protection Plan and educate eligible customers as to its terms and conditions at the point of installation or upgrade of the DIRECTV System such that the customer will be familiar with the Protection Plan in order to elect to purchase the Protection Plan from DIRECTV upon service activation through a DIRECTV call center agent or, if approved by DIRECTV, through Contractor closing the installation or upgrade Work Order with a unique close code representing customer electing to purchase the Protection Plan service. This Addendum shall entirely replace any terms and conditions by and between Contractor and DIRECTV with respect to the sale of the Protection Plan as of the Effective Date.

1. **APPOINTMENT.** DIRECTV hereby appoints Contractor as its representative to market and promote subscriptions for the Protection Plan ("Subscriptions"), on the terms and conditions contained herein. Contractor may market and promote Subscriptions only to single family residential household customers in the contiguous United States WHILE CONTRACTOR IS PERFORMING, PURSUANT TO THIS AGREEMENT, THE SERVICES ON BEHALF OF DIRECTV FOR THE CUSTOMER. Contractor may market and promote Subscriptions only for the Protection Plan as described herein, and not any other services DIRECTV may currently offer or may offer in the future; provided, however, that DIRECTV may, in its sole discretion, elect to expand upon the products that Contractor may offer in which case this Exhibit 11 shall be amended to include the terms and conditions related to any such additional products. DIRECTV may amend the terms of the Protection Plan from time to time on written notice to Contractor and Contractor shall be responsible for relaying the current terms of the Protection Plan to customers. Contractor hereby accepts such appointment and shall use its best commercial efforts to market and promote Subscriptions. Contractor may not sell any competing warranty product as it relates to the DBS Service throughout the term of this Agreement.

2. GENERAL OBLIGATIONS.

2.1 **TRAINING.** DIRECTV shall provide training and/or training materials regarding its Protection Plan to Contractor's training personnel, as DIRECTV reasonably deems necessary. Contractor shall train its own employees to the satisfaction of DIRECTV. DIRECTV may require Contractor's employees to attend supplementary training classes from time to time. Contractor shall be responsible for all expenses and compensation of its employees during such training.

2.2 **PERSONNEL.** Contractor may allow its employees (including employees of Authorized Subcontractors only) to market and promote the Protection Plan, subject to the conditions herein.

2.4 **STANDARD POLICIES.** Contractor shall strictly comply with the standard policies and procedures of the Protection Plan as DIRECTV may promulgate for its representatives in written notices, guidelines, and bulletins, as the same may be amended from time to time (collectively "Policies"). The Policies shall be an integral part of this Agreement but may not impair any of Contractor's rights granted herein.

2.5 STANDARD OF CONDUCT. In all of its activities as a representative for DIRECTV and in its own DIRECTV System business, Contractor shall conduct itself in a commercially reputable and ethical manner, shall comply with all applicable laws, and shall engage in no deceptive sales practice or other practice which impugns DIRECTV's commercial reputation and goodwill.

3. TRANSMISSION OF CUSTOMER INFORMATION. In the event that an eligible customer, after receiving the related materials and information, has expressed to Contractor an interest in purchasing the Protection Plan from DIRECTV, Contractor shall (i) obtain written confirmation of customer's election (in a manner as shall be communicated by DIRECTV to Contractor), and (ii) transmit to DIRECTV, via DIRECTV's Work Order system ("Siebel"), or other DIRECTV-specified data transmission procedure, notification of such customer's interest.

4. RATES AND TERMS OF SERVICES.

4.1 RATES. DIRECTV shall determine the pricing, terms, and conditions of the Protection Plan in its discretion. Contractor shall not represent that DIRECTV Protection Plan may be obtained on any different terms or rates, shall not impose additional or different terms and shall not offer customers any discount, rebate, or other material benefits in consideration for subscribing to it, except as expressly authorized by DIRECTV in writing.

4.2 CHANGES. DIRECTV may change the pricing, terms, conditions, and availability of its Protection Plan from time to time in its discretion. DIRECTV shall notify Contractor of such changes as soon as practicable. Contractor shall promptly replace point of sale materials as necessary.

4.3 MISREPRESENTATIONS. If Contractor misrepresents or fails to fully disclose any prices or other terms of the DIRECTV Protection Plan to any customer, it shall reimburse DIRECTV any amount which DIRECTV is compelled, or in its reasonable judgment according to its standard practices decides, to pay or credit the customer in compensation for such misrepresentation. In addition, DIRECTV shall be entitled to offset any such payment or credit by DIRECTV to customers as a result of Contractor's misrepresentations or omissions against any amounts owed to Contractor by DIRECTV.

5. CUSTOMER ORDERS FOR SERVICE. Upon receipt of confirmation, via Siebel or other DIRECTV-specified data transmission procedure, that a specific customer has expressed interest in purchasing the Protection Plan, DIRECTV shall use its commercially reasonable efforts to finalize the sale of the Protection Plan to customer through agent activation or customer literature post activation. All elections by customers to order the Protection Plan shall be subject to acceptance or rejection by DIRECTV in its discretion and Contractor understands and agrees that a customer may ultimately elect not to purchase the Protection Plan even if such customer had previously expressed to Contractor an interest in purchasing the Protection Plan. All Subscription fees shall be billed directly to the Subscriber by DIRECTV.

6. COMPENSATION.

6.1 PROTECTION PLAN COMMISSIONS. In consideration of Contractor's services in marketing and promoting the customer's purchase of the DIRECTV Protection Plan (including Protection Plan Premier), DIRECTV shall pay Contractor commissions ("Protection Plan Commissions") in the amounts and on the terms and conditions set forth below, upon both of the following events (collectively a "Protection Plan Activation"):

- (a) DIRECTV's receipt of an Order for the Protection Plan or Protection Plan Premier from an eligible customer (i.e., an existing customer not yet subscribing to the Protection Plan or Protection Plan Premier or a new customer who has not yet indicated, pursuant to the pending services set forth within the applicable Work Order, that he/she has elected to subscribe to the Protection Plan or Protection Plan Premier at service activation) where such Order is evidenced by the customer acknowledging such in writing on the DIRECTV Installation/Service Satisfaction Checklist; and

- (b) DIRECTV's receipt of an Upgrade request *from the Protection Plan to the Protection Plan Premier* from an eligible customer (i.e., an existing customer that already subscribes to the Protection Plan or a new customer who has indicated, pursuant to the pending services set forth within the applicable Work Order, that he/she has elected to subscribe to the Protection Plan at service activation, but now wants the Protection Plan Premier) where such Upgrade is evidenced by the customer acknowledging such in writing on the DIRECTV Installation/Service Satisfaction Checklist and DIRECTV's acceptance of such Upgrade to the Protection Plan Premier; and
- (c) DIRECTV's acceptance of such Order of the Protection Plan.

6.2 COMMISSION RATE.

(a) DIRECTV shall pay Contractor a Protection Plan Commission, for its services in promoting Orders for the DIRECTV Protection Plan, on the terms and conditions in the Agreement and as described below:

	Commission Payment for each \$5.99 Protection Plan sale	Commission Payment for each \$19.99 or \$24.98 Protection Plan Premier sale
Commission on Eligible Protection Plan or Protection Plan Premier Sale	\$4.00	\$7.00
Commission for Upgrade from Protection Plan to Protection Plan Premier ("PPP")	\$7.00 Per Upgrade	

(b) An accounting setting forth Contractor's monthly Protection Plan Subscriber Base shall be included with Contractor's monthly commissions report it receives as a commissioned DIRECTV Contractor.

(c) No Protection Plan Commissions shall be earned if a customer elects to purchase the Protection Plan on any date subsequent to that calendar date which is the customer's DIRECTV Programming Service Activation Date or the date on which the Service Call at which the Protection Plan was promoted by the technician.

6.3 EXCEPTIONS.

(a) Notwithstanding anything to the contrary herein, DIRECTV shall not be required to pay any Protection Plan Commissions for:

- (i) any Subscription canceled prior to the commencement of service;
- (ii) any Subscription that may inadvertently attach to (or change to) a customer account type not eligible as a commissionable account type as set forth in this Exhibit;
- (iii) Orders made by a Subscriber subsequent to the offer made by DIRECTV to customer upon Activation;

(b) DIRECTV shall not be required to pay any Protection Plan Commissions on account of payments received by DIRECTV from Subscribers after the termination of this Agreement or termination of this Protection Plan marketing program.

6.4 **CHANGES.** Contractor acknowledges that DIRECTV may need to adapt its marketing cost structure to changing conditions from time to time. Accordingly, DIRECTV may change the Commission Schedule (including the Commission rate) at any time, and from time to time, in its discretion; provided that